



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

SITE: Florida Phosphate
BREAK: 11/13
OTHER: VI

ENFORCEMENT CONFIDENTIAL
DO NOT RELEASE UNDER FOIA OR IN DISCOVERY

March 12, 2003

MEMORANDUM

SUBJECT: Florida Phosphate Mining Initiative

TO: Brad Jackson

FROM: Larry Sommerville *LS*
Investigative Assistant



On March 3-5, 2003, I traveled to Bartow, Florida to initiate the Title search for the subject site.

SITE DESCRIPTION AND LOCATION

The Florida Phosphate Mining Initiative site is located in Southwest Lakeland, in Sections 1, 2, 25, 26, 35, and 36, of township 28 South, Range 23 East. With the majority of the property being in Section 35, Township 28 South, Range 23 East. (See the large tax with the original Deeds).

CURRENT OWNERSHIP

Drummond Company, Inc.
3604 Harden Blvd
Lakeland, Florida 33803-5938

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OWNERSHIP HISTORY

There are three entities associated with the Florida Phosphate Mining Initiative Site in Polk County, Florida. **Harden Industries, Inc., Poseidon Mines, Inc., and the Drummond Company, Inc.,** (also known as **Drummond Coal Company, and Drummond Properties Lakeland Development**).

The property was owned by Claude M. Harden, Sr. and Eunice F. Harden, Mr. Harden was an attorney who acquired a vast amount of property in the Lakeland area.

Claud M. Harden, Sr. and Eunice F. Harden, entered into a sales agreement with Poseidon Mines, Inc., to sell the phosphate, phosphate ore and phosphatic materials found to be mineable under property in Polk County, Florida.

Claude M. Harden and Eunice F. Harden, entered into and amended agreement with Poseidon Mines, Inc., to include all the property owned by the Harden's. That all phosphate minerals were to be mined.

Claude M. Harden, Sr., Quit-Claimed, to Harden Industries, Inc., all lands owned by or that he has an interest in, in Polk County, Florida.

Claude M. Harden, Sr. and Eunice F. Harden, entered into a memorandum of the sale agreement with Poseidon Mines, Inc., to relieve the Harden's of any liability of any kind.

Claude M. Harden, Sr., entered into an assignment of contract with Harden Industries, Inc., to assign all rights to the contract for the mining of the phosphate by Poseidon Mines, Inc.

Harden Industries, Inc., and Eunice F. Harden, conveyed to the Drummond Coal Company, formerly the Drummond Company, all the property in Polk County, Florida.

The Drummond Coal Company, Inc., entered into an agreement with the State of Florida to develop the property in Polk County, Florida.

As of March 4, 2003, The Drummond Company, Inc., was the current owner of a large portion of the property that has not been developed into subdivisions.

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TITLE SEARCH

On April 6, 1970, Claude M. Harden, Sr., and Eunice F. Harden, entered into a sales agreement with Poseidon Mines, Inc., for the sale of all the phosphate, phosphate ore, and phosphatic minerals, mineable on or under the property in Polk County, Florida. Being recorded April 9, 1970, in Deed Book 1280, Page 739, in Polk County, Florida.(1)

On April 16, 1970, Claude M. Harden, Sr., and Eunice F. Harden, entered into an addendum agreement with Poseidon Mines, Inc., to include additional property not in the original agreement. Additional property is in the same Section in Polk County, Florida. Being recorded April 17, 1970, in Deed Book 1282, Page 122, in Polk County, Florida.(2)

On July 31, 1970, Claude M. Harden, Sr., Quit-Claimed to Harden Industries, Inc., all lands owned or that he has an interest in, in Polk County, Florida. Being recorded October 9, 1970, in Deed Book 1314, Page 187, in Polk County, Florida.(3)

On April 6, 1970, Claude M. Harden, Sr., and Eunice F. Harden, entered into an agreement with Poseidon Mines, Inc., relieving the Harden's of any liability of any kind. Being recorded February 11, 1972, in Deed Book 1420, Page 273, in Polk County, Florida.(4)

On July 31, 1970, Claude M. Harden, Sr., assigned the sales contract with Poseidon Mines, Inc., to Harden Industries, Inc. Being recorded February 25, 1972, in Deed Book 1423, Page 480, in Polk County, Florida.(5)

On October 17, 1978, Harden Industries, Inc., and Eunice F. Harden, conveyed by Warranty Deed to the Drummond Coal Company, formerly the Drummond Company. The property in Polk County, Florida. Being recorded October 27, 1978, in Deed Book 1839, Page 2069, in Polk County, Florida.(6)

On September 3, 1985, The Drummond Coal Company, Inc. entered into an agreement with the State of Florida, known as the Drummond Properties Lakeland Development, for the development of the land in Polk County, Florida, into subdivisions, office parks, condominiums, and shopping center. Being recorded September 20, 1985, in Deed Book 2359, Page 1424, In Polk County, Florida.(7)

As of March 4, 2003, The only other conveyances were sales of subdivision lots.

cc: Anita Davis
Greg Armstrong

ENFORCEMENT CONFIDENTIAL
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REFERENCES

- (1) Sales Agreement from Claude M. Harden, Sr., and Eunice F. Harden, to Poseidon Mines Inc., recorded April 9, 1970, at Deed Book 1280, Page 739, Polk County, Florida.
- (2) Addendum to Sales Agreement, from Claude M. Harden, Sr., and Eunice F. Harden, to Poseidon Mines, Inc., recorded April 17, 1970, at Deed Book 1282, Page 122, Polk County, Florida.
- (3) Quit-Claim Deed, from Claude M. Harden, Sr. to Harden Industries, Inc., all property in Polk County, Florida. Recorded October 9, 1970, at Deed Book 1314, Page 187, Polk County, Florida.
- (4) Memorandum of Sales Agreement, from Claude M. Harden, Sr., and Eunice F. Harden, to Poseidon Mines, Inc., relieving the seller of any liability, from the April 6, 1970, original agreement. Recorded February 11, 1972, at Deed Book 1420, Page 273, Polk County, Florida.
- (5) Assignment of Contract, from Claude M. Harden, Sr., to Harden Industries, Inc., assigning all rights from the sales contract of April 6, 1970, to Poseidon Mines, Inc. Recorded February 25, 1972, at Deed Book 1423, Page 480, Polk County, Florida.
- (6) Warranty Deed, from Harden Industries, Inc., and Eunice F. Harden, to Drummond Coal Company, formerly the Drummond Company. All property in Polk County, Florida. Recorded October 27, 1978, at Deed Book 1839, Page 2069, Polk County, Florida.
- (7) Agreement, between the Drummond Coal Company, Inc., and the State of Florida, known as the Drummond Properties Lakeland Development. Recorded September 20, 1985, at Deed Book 2359, Page 1424, Polk County, Florida.

REF. 1

458946

REC 1280 PAGE 730

MEMORANDUM OF SALES AGREEMENT

The Sellers, Claude M. Harden, Sr. and Eunice F. Harden,
in consideration of the sum of Ten Dollars and other good and valuable
considerations received from Poseidon Mines, Inc., a Florida
corporation, the Buyer, hereby on this 6th day of
April, 1970, agree to sell to the Buyer the phosphate,
phosphate ore and phosphatic materials found to be economically mineable
on or under the real property in Polk County, Florida, described in
Schedule A attached hereto.

The purchase price and terms of the Sales Agreement are fully set
forth in a certain Contract executed by the Sellers and the Buyer.

Signed in the presence of:

Claude M. Harden, Sr.

Claude M. Harden, Sr.
Claude M. Harden, Sr.

Eunice F. Harden

Eunice F. Harden (SEAL)
Eunice F. Harden

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, a Notary Public
duly authorized in the state and county above named to take acknowledg-
ments, personally appeared Claude M. Harden, Sr. and Eunice F.
Harden, to me known to be the persons
described as Sellers in and who executed the foregoing Memorandum
of Sales Agreement, and acknowledged before me that said persons
executed that Memorandum of Sales Agreement.

Witness my hand and official seal in the county and state named
above this 6th day of April, 1970.

George C. Brooks
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DATE: 17, 1971
SHOULD THEREBE FIELD OFFICIALS

This instrument prepared
by George C. Brooks
1414 Collins Lane
Lakeland, Florida

70 APR 9 PM 3:47

SCHEDULE "A"

LAND IN POLK COUNTY, FLORIDA

That part of the $S\frac{1}{2}$ of Section 35, Township 28 South, Range 23 East, lying east of the right-of-way of the Atlantic Coast Line Railroad Company.

The South $\frac{3}{4}$ of the $W\frac{1}{2}$ of Section 36, Township 28 South, Range 23 East, LESS the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ thereof; and LESS beginning at the Southwest corner of Block D, Palmorey Addition, run North 383 feet, West 35 feet, South 383 feet, East 35 feet, to Beginning;

The $NW\frac{1}{4}$ of the $NW\frac{1}{4}$, LESS the East 160 feet thereof; the $S\frac{1}{2}$ of the $NW\frac{1}{4}$; the $N\frac{1}{2}$ of the $SW\frac{1}{4}$; and the north 470 feet of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$, LESS the south 100 feet of the east 435.6 feet thereof; all in Section 1, Township 29 South, Range 23 East.

That part of the North $\frac{3}{4}$ of Section 2, Township 29 South, Range 23 East, lying east of the right-of-way of the Atlantic Coast Line Railroad Company.

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
BY *JH* D.C.

458946

460038

ADDENDUM TO SALES AGREEMENT

THIS ADDENDUM AGREEMENT, made and entered into on this 16th day of April, 1970, by and between CLAUDE M. HARDEN, SR. and EUNICE P. HARDEN, hereinafter referred to as "Sellers", and POSEIDON MINES, INC., a Florida corporation, hereinafter referred to as "Buyer":

WITNESSETH:

WHEREAS, the parties heretofore entered into a Sales Agreement dated April 6, 1970, relating to the purchase of all phosphate minerals located on and under the property described in Schedule "A" attached to said Agreement; and

WHEREAS, subsequent to said Agreement, it has been determined that the Sellers own additional lands containing phosphate minerals and Buyer agrees to buy all of the said phosphate minerals on said property; and

WHEREAS, the parties hereto desire that the sale of phosphate minerals on the additional property shall be made at and upon the same terms and conditions provided in said Sales Agreement dated April 6, 1970;

IT IS, THEREFORE, HEREBY MUTUALLY COVENANTED AND AGREED That the following described real property, located in Polk County, Florida, to-wit:

The South 1/2, Section 26, Township 28 South, Range 23 East, Less San Galle Heights Subdivision, and Less road rights-of-way; AND
The North 1/2, Section 35, Township 28 South, Range 23 East, lying East of the A.C.L. Railroad right-of-way, Less and Except road rights-of-way.

shall be and become a part of Schedule "A" attached to the Sales Agreement dated April 6, 1970, hereinbefore entered into between the parties hereto, and that the sale of said phosphate minerals shall be upon the same terms and conditions as provided in the said original Agreement; and the parties

THIS INSTRUMENT WAS PREPARED BY
Claude Harden, Jr. Atty
Lakeland, Fla.

70 APR 17 PM 4:48

Net 1282 net 123

hereto ratify and confirm all of the provisions of said Sales Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on the day and year first above written.

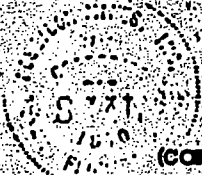
WITNESSES AS TO SELLERS:

Maurice B. Lichten

Claude M. Harden

Claude M. Harden, Sr.
CLAUDE M. HARDEN / SR.

Eunice F. Harden L.S.
EUNICE F. HARDEN



(CORPORATE SEAL)

POSEIDON MINES, INC.
A Florida Corporation - BUYER

BY George C. Brooks
Its President

ATTEST:

Notary

Secretary

STATE OF FLORIDA

COUNTY OF POLK

BEFORE ME, the undersigned authority, in and for the State of Florida at Large, personally appeared CLAUDE M. HARDEN, SR. and EUNICE F. HARDEN; and they acknowledged before me that they executed the foregoing Addendum to Sales Agreement freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Lakeland, this 16th day of April, 1970.

My Commission Expires: 10-4-72

Maurice B. Lichten
Notary Public, State of Florida at Large



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

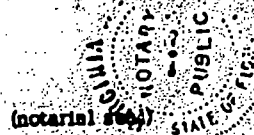
BEFORE ME, the undersigned Notary Public, in and for the State of Florida at Large, personally appeared GEORGE C. BROOKS and J. PRIEDE RODRIGUEZ, President and Secretary, respectively, of POSEIDON MINES, INC., a Florida Corporation, to me known to be the persons described in and who executed the foregoing Addendum to Sales Agreement, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Tampa, this 17th day of April, 1970.

William M. Duke
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES AUG. 2, 1970
ISSUED THROUGH FRANK D. WILSON, TREAS.



460038

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLERK, CT.
POLK COUNTY, FLA.
BY 7/4 D.R.

REF. 3

QUIT-CLAIM DEED

482524
OFFICIAL FORM #1-1 (PHOTO)

1314 PAGE 187
OFFICIAL LEGAL FORMS
HIALEAH, FLORIDA

Quit-Claim Deed

This Indenture. Made, this 31st day of July, A.D. 1970

BETWEEN Claude M. Harden, Sr., a single man of the County of Polk and State of Florida, party of the first part, and Harden Industries, Inc., a Florida Corporation, whose mailing address is 4325 Old Mulberry Road, Lakeland, Florida of the County of Polk and State of Florida, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations** Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents do es remise, release and quit-claim unto the said party of the second part and his heirs, and assigns forever, all the right, title, interest, claim and demand which the party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida to-wit:

All those lands owned by Claude M. Harden, Sr., or that he has a legal interest in located in the following sections:

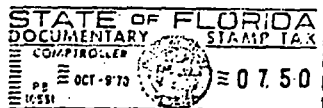
Section 25, Township 28 South, Range 23 East;
Section 26, Township 28 South, Range 23 East;
Section 35, Township 28 South, Range 23 East;
Section 36, Township 28 South, Range 23 East;
Section 1, Township 29 South, Range 23 East;
Section 2, Township 29 South, Range 23 East

The grantee does hereby take subject to, assumes, and agrees to pay all existing mortgages of record.

This document was prepared by
MONTE A. TILLIS, JR.
Post Office Box 37
Bartow, Florida 33430

70 OCT 9 PM 4:54

POLK COUNTY
016875



POLK COUNTY
042460



TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above writt.

Signed, sealed and delivered in presence of us:

Sharon T. Clark
State of Florida,
County of Polk

Claude M. Harden, Sr. (Seal)
Claude M. Harden, Sr. (Seal)
FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
BY P.H. D.C.

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths, and take acknowledgments, Claude M. Harden, Sr.

to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Bartow, Florida this 31st day of July, A.D. 1970

My commission expires:
Notary Public, State of Florida at Large
Commission Expires Jan. 1, 1971
Bonded by Transamerica Insurance Co.

Sharon T. Clark
Notary Public, State of Florida

482524

REF. 4

555700

REC. 1420 PAGE 273

MEMORANDUM OF SALES AGREEMENT

The Sellers, Claude M. Harden, Sr., and Eunice F. Harden, in consideration of the sum of Ten Dollars and other good and valuable considerations received from Poseidon Mines, Inc., a Florida Corporation, the Buyer, hereby on this 6th day of April, 1970, agree to sell to the Buyer the phosphate, phosphate ore and phosphatic material found to be economically mineable on or under the real property in Polk County, Florida, described in Schedule A attached hereto.

The Sales Agreement expressly relieves the Sellers of any liability for any costs or expenses of any kind in connection with the mining operations conducted by the Buyer. The Agreement prohibits the property described therein from being subjected to any mechanics', miners' and any and all other liens, encumbrances or liability and expressly provides that in this connection Sellers shall have no liability whatsoever.

The purchase price and terms of the Sales Agreement are fully set forth in a certain Contract executed by the Sellers and the Buyer.

Signed in the presence of:

Patricia A. Davis Claude M. Harden, Sr. (SEAL)
CLAUDE M. HARDEN, SR.
Sharon W. McGraw Eunice F. Harden (SEAL)
EUNICE F. HARDEN

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county above named to take acknowledgments, personally appeared Claude M. Harden, Sr., and Eunice F. Harden, to me known to be the persons described as Sellers in and who executed the foregoing Memorandum of Sales Agreement, and acknowledged before me that said persons executed that Memorandum of Sales Agreement.

WITNESS my hand and official seal in the county and state named

above this 7th day of April, 1970.

My Commission Expires: _____ Notary Public

My Commission Expires: 12-18-1973

THIS INSTRUMENT WAS PREPARED BY
CLAUDE M. HARDEN, JR., ATTORNEY AT LAW
200 2ND FLOOR, TAMPA, FLORIDA 33602

72 FEB 11 PM 4:11

SCHEDULE "A"

LAND IN POLK COUNTY, FLORIDA

That part of the S $\frac{1}{2}$ of Section 35, Township 28 South, Range 23 East, lying east of the right-of-way of the Atlantic Coast Line Railroad Company.

The South $\frac{3}{4}$ of the W $\frac{1}{2}$ of Section 36, Township 28 South, Range 23 East, LESS the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ thereof; and LESS beginning at the Southwest corner of Block D, Palmorey Addition, run North 383 feet, West 35 feet, South 383 feet, East 35 feet, to Beginning:

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, LESS the East 160 feet thereof; the S $\frac{1}{2}$ of the NW $\frac{1}{4}$; the N $\frac{1}{2}$ of the SW $\frac{1}{4}$; and the North 470 feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, LESS the South 100 feet of the East 435.6 feet thereof; all in Section 1, Township 29 South, Range 23 East.

That part of the North $\frac{3}{4}$ of Section 2, Township 29 South, Range 23 East, lying East of the right-of-way of the Atlantic Coast Line Railroad Company.

The S $\frac{1}{2}$ of Section 26, Township 28 South, Range 23 East, LESS San Gully Heights Subdivision, and LESS road rights of way.

The N $\frac{1}{2}$ of Section 35, Township 28 South, Range 23 East, lying East of the Atlantic Coast Line Railroad Company right of way, LESS AND EXCEPT road rights of way.

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 25, Township 28 South, Range 23 East, LESS road rights of way.

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
BY *KE* D.C.

555700

MI072285

This instrument prepared by
 CLAUDE M. HARDEN, JR.
 Attorney at Law
 Post Office Box 2746
 Lakeland, Florida 33803

REF. 6

executive line

This Indenture,

(This instrument "grantee" and "grantor" should be inserted
 to include all parties and interests as shown on the record instrument.)

POLK OFF REC. 1839 PAGE 2069

Made this 17th day of October 1978 Between
 HARDEN INDUSTRIES, INC., a Florida Corporation, and EUNICE F. HARDEN,
 an individual, unmarried

of the County of Polk, State of Florida, grantor, and

DRUMMOND COAL COMPANY, formerly THE DRUMMOND COMPANY, a Delaware Corpo-
 ration, having its principal place of business in Jasper, Alabama

whose post-office address is Post Office Box 1549, Jasper, Alabama, 35501
 of the County of Walker, State of Alabama, grantee,

Witnesseth: That said grantor, for and in consideration of the sum of --Ten and no/100-- Dollars, and
 other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever,
 the following described land, situate, lying and being in POLK County, Florida, to-wit:

TRACT A: The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, less the East 160.0 feet thereof; the
 S $\frac{1}{4}$ of the NW $\frac{1}{4}$; the N $\frac{1}{4}$ of the SW $\frac{1}{4}$; the North 470.0 feet of the SE $\frac{1}{4}$
 of the SW $\frac{1}{4}$, less the South 100.0 feet of the East 435.6 feet thereof,
 and LESS: Commence at the SE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence
 North 01°41'28" West along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ a
 distance of 126.98 feet to the point of beginning; thence continue North
 01°41'28" West 871.20 feet; thence South 88°25'40" West 150.0 feet;
 thence South 01°41'28" East 871.20 feet; thence North 88°25'40" East
 150.0 feet to the Point of Beginning; and less all road rights-or-
 way in Section 1, Township 29 South, Range 23 East.

TRACT B: All of Section 2, Township 29 South, Range 23 East, lying
 East of the Atlantic Coast Line Railroad (now Seaboard Coast Line
 Railroad) right-of-way, less that portion of the E $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying
 East of the Seaboard Coast Line Railroad and West of the Central
 Avenue Extension (now Harden Boulevard).

LEGAL DESCRIPTION OF TRACTS CONTINUED ON ATTACHED SCHEDULE.

N.B. Subject to taxes for 1978 and subsequent years and to easements,
 reservations and restrictions of record.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
 all persons whomsoever.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written,
 Signed, sealed and delivered in our presence:

[Signature] BY: *[Signature]* HARDEN INDUSTRIES, INC. (Seal)
[Signature] EUNICE F. HARDEN (Seal)
[Signature] (Seal)

STATE OF FLORIDA
 COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
 CLAUDE M. HARDEN, SR., as President of HARDEN INDUSTRIES, INC., a
 Florida Corporation,
 and EUNICE F. HARDEN, an individual, unmarried,
 to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me
 the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October, 1978.

Notary Public
 My Commission Expires Sept. 17, 1981
 Bonded by American Life & C. Co., Inc.

Notary Public

My commission expires: 9-17-79

TRACT C: The W $\frac{1}{4}$ of Section 36, Township 28 South, Range 23 East, Less the E $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and Less beginning at the Southwest corner of Block D, Palmorey Addition, Lakeland, run North 383 feet, West 35 feet, South 383 feet, East 35 feet, to beginning, and Less certain portions of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ located generally along or near the Easterly line of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ extending between Young Place and Edgewood Drive in Lakeland, and being more particularly described in segments as follows:

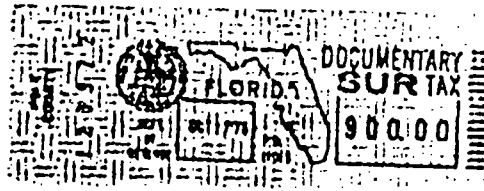
- (a) The East 25 feet of the North 533.85 feet of the S $\frac{1}{4}$ of aforesaid NE $\frac{1}{4}$ of NW $\frac{1}{4}$.
- (b) That portion of the North 663 feet of aforesaid NE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying within 25 feet of the survey centerline of Lincoln Avenue from Young Place to Edgewood Drive.
- (c) That portion of the aforesaid NE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying between the portion recited in (b) next above and the east line of the South 383 feet of the North 663 feet of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$.
- (d) That portion of the aforesaid NE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying between the portion recited in (b) above and east line of the North 280 feet of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$.

TRACT D: All that portion of Section 35, Township 28 South, Range 23 East, lying East of the Atlantic Coast Line Railroad (now Seaboard Coastline Railroad) right-of-way, Less all road rights-of-way, and Less that part of San Gully Heights in said Section, and less: Begin at the East corner of Lot 13 of San Gully Heights Subdivision, as recorded in Plat Book 38, Page 43 of the public records of Polk County, Florida; thence run South 45°44'15" West 385 feet; thence South 44°15'45" East 40 feet; thence North 45°44'15" East 385 feet; thence North 44°15'45" West 40 feet to the Point of Beginning in Section 35, Township 28 South, Range 23 East.

TRACT E: The S $\frac{1}{4}$ of Section 26, Township 28 South, Range 23 East, Less that part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of Central Avenue (now Harden Boulevard), Lakeland, Florida, and less San Gully Heights, and less a tract of land conveyed to the City of Lakeland by Claude M. Harden and wife, Eunice F. Harden, by deed dated July 30, 1960, and recorded in Official Records Book 423, page 649, public records of Polk County, Florida, said tract lying partly within San Gully Heights, Plat Book 38, page 43, and also including a rectangular pumping station site adjacent to the Northeast boundary of San Gully Heights, the tract being described as: starting at a concrete monument at the Southeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 26, Township 28 South, Range 23 East and assuming that the South boundary of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ has a true bearing of South 89°54'06" West, run South 89°54'06" West 288.0 feet to a concrete monument; thence run North 48°45'54" West 238.5 feet to a concrete monument at the point of beginning; thence run North 43°36'26" East 416.39 feet to a concrete monument; thence South 44°04'34" East 102.5 feet to a concrete monument located approximately 79.35 feet Southeast and 0.36 feet Southwest of the northernmost corner of Lot 10 of San Gully Heights; thence run North 45°55'26" East 144.0 feet to a concrete monument; thence run North 44°04'34" West 151.0 feet to a concrete monument; thence run South 45°55'26" West 144.0 feet to a concrete monument located approximately 21.65 feet Northwest and 0.39 feet Northeast of the easternmost corner of Lot 9 of San Gully Heights; thence

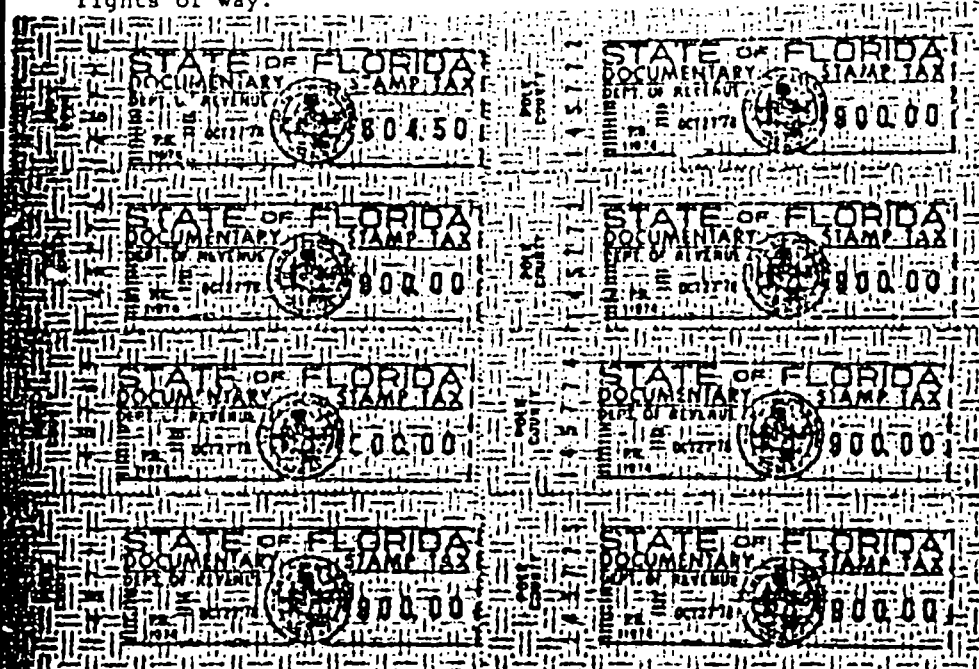
TRACT E CONTINUED

TRACT E CONTINUED



run South 44°04'34" East 26.5 feet to a point; thence run South 43°36'26" West 417.61 feet to a point; thence run South 48°45'54" East 15.0 feet to the Point of Beginning.

AND LESS: That part of the N $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 28 South, Range 23 East, conveyed to American Legion Post No. 4, Lakeland, Florida, and described as follows: Begin at the Northeast corner of the SE $\frac{1}{4}$ of Section 26, Township 28 South, Range 23 East, run thence South along the East line of said SE $\frac{1}{4}$ a distance of 100.0 feet, run thence North 89°46'00" West and parallel with the North line of said SE $\frac{1}{4}$ a distance of 50.0 feet to a point on the West right-of-way line of Central Avenue, as located this date 9/5/74 (now Harden Boulevard), said point being the point of beginning for this description, run thence South along said right-of-way line a distance of 200.20 feet to the beginning of a curve to the right having a radius of 586.62 feet, run thence Southwesterly along said right-of-way curve through a central angle of 41°00'00" an arc distance of 419.77 feet to the end of said curve, run thence South 41°00'00" West along said right-of-way line a distance of 252.19 feet to the beginning of a curve to the left having a radius of 868.51 feet, run thence Southwesterly along said right-of-way curve through a central angle of 33°18'00" an arc distance of 504.77 feet to the intersection with the South line of the N $\frac{1}{4}$ of said SE $\frac{1}{4}$, run thence North 89°51'57" West along the South line of the N $\frac{1}{4}$ of said SE $\frac{1}{4}$ a distance of 450.0 feet, run thence North and parallel with the East line of said SE $\frac{1}{4}$ a distance of 660.0 feet, run thence North 89°46'00" West and parallel with the North line of said SE $\frac{1}{4}$ a distance of 1003.10 feet to the East line of the West 640.0 feet of the N $\frac{1}{4}$ of said SE $\frac{1}{4}$, run thence North 0°10'00" East along said East line a distance of 572.11 feet to a point on a line 100.0 feet South of the North line of said SE $\frac{1}{4}$, run thence South 89°46'00" East and parallel with the North line of said SE $\frac{1}{4}$ a distance of 1965.09 feet to the Point of Beginning; containing 34.442 acres, more or less. AND LESS: All road rights of way.



FILED, RECORDED AND
RECORD VERIFIED

ED. B. DIXON, JR., CLERK
POLK COUNTY, FLA.
BY: *[Signature]* DC

K1072285

RECEIVED

SEP 10 1985

DRUMMOND PROPERTIES
 LAKELAND DEVELOPMENT
 AGREEMENT WITH DEPARTMENT OF COMMUNITY AFFAIRS Central Florida Regional
 AND CENTRAL FLORIDA REGIONAL PLANNING COUNCIL Planning Council

THIS AGREEMENT is made and entered by and between the State of Florida, Department of Community Affairs (hereafter referred to as the "Department"), the Central Florida Regional Planning Council (hereafter referred to as "CFRPC"), and Drummond Coal Company, Inc. (hereafter referred to as "Drummond").

1. The Department is the State land planning agency authorized by the laws of the State of Florida to administer Chapter 380. Drummond is an Alabama corporation authorized to do business in Florida and is the owner of property in southwest Lakeland on which it plans to construct a mixed use project. A legal description for the site is attached as Exhibit A. Drummond neither owns nor has an interest in property within five (5) miles of the project described herein.

2. The Drummond properties were previously mined for phosphate rock and have been under reclamation during recent years. Some of the funding for this reclamation has been provided through the Department of Natural Resources from the State Nonmandatory Reclamation Trust Fund.

3. The Drummond site is depicted on Exhibit B (hereafter, the entire ownership shall be referred to as the "total properties"). The site is intersected by Harden Boulevard (North-South) and Dranefield Road (East-West). For convenience, the development areas on site will be referred to as the Northeast, Northwest, Southeast and Southwest quadrants.

4. On January 9, 1981, the Department issued a Binding Letter of Interpretation of DRI status (BLID 781-013) for 850 residential dwelling units on 334 acres, 100,000 square feet of office space on 11 acres and 150,000

6021

square feet of shopping center space on 18 acres, for a total of 363 acres. This development was proposed for the Northeast parcel. The Department concluded that the proposed development was not a DRI.

5. Drummond now proposes development on the total properties, which will be a Development of Regional Impact subject to review under Section 380.06, Florida Statutes. Drummond proposes to continue to reclaim some portions of the tract and to develop immediately property in the Northeast quadrant, including up to 300 units, 40,000 square feet of professional office space, and 150,000 square feet of commercial shopping center space, subject to the additional restrictions set forth below. Drummond also proposes to reclaim the Southeast, Southwest and Northwest quadrants, but to defer any construction of the remainder of the project until completion and approval of a Development Order covering this portion of the total properties. The development authorized by this paragraph will occur on land suitable for development and will not cause any material adverse impacts on regional resources or facilities.

6. Consistent with Section 380.06(8), Florida Statutes, as created by CS/HB 287 (1985), Drummond makes the following commitments regarding the best interests of state and local governments:

a) Drummond will grant approximately 49 acres (2.5 road miles) of land to the Florida Department of Transportation ("DOT") for right-of-way along the routes of the North-South Expressway and the East-West circumferential route. The terms of this offer were delineated in a letter to Senator Curtis Peterson dated October 31, 1984 (Exhibit C). Since this letter was written, a meeting was held with DOT personnel, state legislators and local government officials to discuss the implementation of the roads. As a result, Drummond will extend the right-of-way offer to include a five (5) year reverter clause as opposed to the three (3) year time limit specified in the letter to Senator Peterson.

b) Drummond will offer the DOT a cash contribution of \$750,000 as seed capital, as outlined in Exhibit C, to be applied toward the construction of the North-South Expressway and the circumferential route. This contribution may be applied toward Drummond's "fair share" of any road improvements required in the vicinity of the project, as determined during the DRI process.

c) Drummond will reclaim the land in the Southeast, Southwest and Northwest quadrants with private funds. Consequently, Drummond pledges not to apply for or use funds from the Department of Natural Resources Nonmandatory Reclamation Trust Fund for reclamation activities on these quadrants.

7. Drummond will submit an application for development approval covering the total properties for review under Section 380.06, Florida Statutes within 3 months of execution of this agreement. The preparation and processing of the ADA will run concurrent with the reclamation, development and marketing of the Northeast quadrant and reclamation of the remainder of the property.

8. Drummond agrees to obtain all additional governmental permits which may be required for the development authorized by this Agreement.

9. Charles Chastain has been authorized by the Board of Directors of Drummond Properties to enter into this Agreement on behalf of the Company. A copy of the Resolution of the Board of Directors providing such authority is attached as Exhibit D.

10. The Department has the power to enter agreements under Section 380.032, Florida Statutes.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties stipulate and agree as follows:

11. Drummond affirms that all representations and statements made to the Department contained in this Agreement are true and accurate, to the best of its knowledge. Based on these representations, the Department finds that this Agreement is in the best interest of the State, is necessary and beneficial to the Department in its role as the State Agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes, and reasonably applies and effectuates the provisions and intent of Chapter 380, Florida Statutes.

12. Drummond may develop, after the execution of this Agreement and prior to the issuance of a development order, the infrastructure necessary to accommodate the development allowed by this agreement, including roads, utilities and drainage facilities, as shown on Exhibit E, and construct, sell or lease up to 300 residential units. Drummond may further develop and lease or occupy up to 40,000 square feet of office space and 150,000 square feet of shopping center space within the Northeast quadrant. Drummond may also complete reclamation of the Southeast, Southwest and Northwest quadrants.

13. Drummond shall prepare an ADA for the total properties, as shown on Exhibit B. Drummond shall not seek plats, building permits or similar authorizations for development, other than permits or authorizations for the development specifically authorized herein, nor shall such plats, building permits or similar authorizations be issued prior to the issuance of a final development order under Section 380.06, Florida Statutes. The development authorized by this agreement shall not establish any rights, including vested rights, to develop the remainder of the total project.

14. A preapplication conference was held on December 7, 1984. Drummond shall pursue, in good faith, ap-

proval of a final Development Order and include within the scope of the ADA all development that is authorized by this Agreement. The ADA shall be filed within 90 days of the date of execution of this Agreement. However, extensions to this time period for good cause may be requested by Drummond in writing, and filed with Central Florida Regional Planning Council and the Department. Approval of a request for extension shall not be unreasonably withheld. Delays resulting from studies by public agencies such as groundwater studies being conducted by DER or joint traffic studies with Agri-Leis Corp., as required by CERPC, are examples of "good cause" for such extensions.

15. If Drummond fails to file its ADA in a timely manner, subject to paragraph 14 above, it shall immediately cease all development. The provisions of this paragraph shall be in addition to all other remedies available to the Department.

16. Drummond agrees to utilize ventilated crawl space, monolithic slab or other control technology (such as post-tension stress slabs) as approved by HRS in construction for all proposed dwelling units on reclaimed phosphate lands in order to mitigate any potential adverse impacts due to radon gas emissions or other radiation effects considered possible to occur on such lands.

The purpose of this section is to establish control technology to reduce the exposure of the occupants of a residential structure to the influx of radionuclides into the structure by use of certain building techniques. These building techniques shall be mandatory for the construction of all residential structures authorized by this Agreement and shall be included in the plans submitted to the appropriate permitting agency in Lakeland before a permit is granted and construction begins.

Acceptable design of the ventilated crawl space shall have a minimum vent area of 0.5 square feet per 100 square feet of space area along the sides of the structure below the floor level. Venting shall be required on at least three (3) sides of the structure.

There shall be no direct conduits from the soil into the structure, such as concrete blocks or porous ducts. Supports must be of non-porous material.

A monolithically poured slab that includes the foundation and/or footers is another acceptable design. The slab shall be placed in accordance with the American Concrete Institute's Publication Number 318 to provide the tensile strength necessary to prevent fractures. All penetrations (such as plumbing) shall have a four-inch (4) depth of bonding with the concrete or the annular ring properly sealed with approved mastic material that will provide a soil gas barrier. No adulteration of the slab's integrity shall be allowed. The concrete used shall have a twenty-eight (28) day minimum compressive strength of three thousand (3,000) pounds per square inch (psi).

The soil bearing pressure shall be uniform throughout and shall be strong enough to sustain the load placed on it by the proposed residential structure. Where fill is utilized, it shall be hydrodynamically or mechanically compacted in layers of no greater than three (3) inches in depth.

All walls shall be constructed entirely over the finished slab. When adjoining units are constructed, the slab must be designed and monolithically poured for all units if common wall construction is used.

17. This Agreement shall remain in full force and effect until a final DRI Development Order is issued for the total site. Nothing in this agreement shall constitute a waiver by either the Department or Drummond of the right to

appeal any development order pursuant to Section 380.07, Florida Statutes.

18. The Department hereby agrees that it has no objection to any governmental agencies with jurisdiction over the site issuing any necessary permits or giving such other approvals for the development authorized herein, as described in Paragraph 12. Said governmental agencies may rely on this Agreement for purposes of compliance with Chapter 380, Florida Statutes, only within the areas authorized for development in this Agreement, and may further provide any reviews or approvals necessary for processing of the ADA.

19. This Agreement is intended to determine the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to determine or to influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals that might be required by state laws or local ordinances prior to development of the total properties, as authorized herein. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and Drummond shall insure and provide that any successors in interest to any lands or parcels within the development site are aware of and bound by the terms of this Agreement, other than purchasers of individual home sites or dwelling units.

20. As long as Drummond is in compliance with this Agreement, the Department will not seek an injunction to prevent any development that has occurred or is being carried out in accordance with this Agreement. In the event that any of the terms of this Agreement are violated, or the Department determines that this Agreement is based on materially inaccurate information, the Department may terminate the agreement, initiate a proceeding to enforce the

agreement, or enjoin all development pursuant to Section 380.11, Florida Statutes. Either party may file suit in a court of competent jurisdiction to obtain a declaration of its rights under this Agreement, or compliance with this Agreement, and this document may be introduced in such proceeding and utilized to show the intent, understanding and respective rights and obligations of the parties.

21. Nothing in this agreement shall constitute a waiver by any party of the right to appeal any development order pursuant to Section 380.07, Florida Statutes.

22. Drummond shall record this Agreement in the Official Records of Polk County, Florida and shall provide the Department with a copy of the recorded Agreement within two weeks of the date of execution thereof.

Patricia C. Crosby
Witness

De H. Cruise
Witness

Tom Lewis
Tom Lewis
Secretary
State of Florida
Department of Community Affairs

Jim

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of September 1985, by Tom Lewis, Secretary of the Department of Community Affairs, on behalf of the Department.

(Affix notarial seal)

Jan Raybourn
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 13, 1987
Revised June 1986 from - Notary Public, Inc.

Approved as to legal form
and sufficiency:

Linda Loomis Shelley
Linda Loomis Shelley
General Counsel, DCA

Charles R. Chastain
Charles R. Chastain, Director
Drummond Properties

Susan K. Inice
Witness

Cheryl Petronak
Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before
me this 17th day of September, 1985, by Charles R.
Chastain, Director, Drummond Properties.

Bonnie A. Craft
Notary Public

(Affix notarial seal)

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 9, 1985

Sealed here they take, in witness, etc.

Paul Varnay
Witness

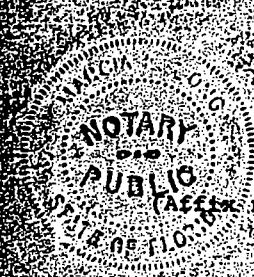
Kathryn Hall
Witness

James Q. Duane
James Q. Duane
Executive Director

Central Florida Regional
Planning Council

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me
this 10th day of September, 1985, by James Q. Duane,
Executive Director, Central Florida Regional Planning
Council



(Affix notarial seal)

Monica L. Long
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 5, 1987

7883-18DA:41

7883-18DA:41

LEGAL DESCRIPTION
 DRUMMOND COAL COMPANY
 LAKELAND, FLORIDA

POLK OFF.REC. PAGE

Tract A: The Northwest 1/4 of the Northwest 1/4, less the East 160.0 feet thereof; the South 1/2 of the Northwest 1/4; the North 1/2 of the Southwest 1/4; the North 470.0 feet of the Southeast 1/4 of the Southwest 1/4, less the South 100.0 feet of the East 435.6 feet thereof, and LESS; Commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4, thence North 01°41'28" West along the East line of said Northeast 1/4 of the Southwest 1/4 a distance of 126.98 feet to the point of beginning; thence continue North 01°41'28" West 871.20 feet; thence South 88°25'40" West 150.0 feet; thence South 01°41'28" East 871.20 feet; thence North 88°25'40" East 150.0 feet to the Point of Beginning, and less and except maintained right-of-way of Drane Field Road located on the North side thereof.

Tract B: All of Section 2, Township 29 South, Range 23 East, lying East of the Atlantic Coast Line Railroad (now Seaboard Systems Railroad) right-of-way, less that portion of the East 1/2 of the Southeast 1/4 lying East of the Seaboard Coast Line Railroad and West of the Central Avenue Extension (now Harden Boulevard), and less and except maintained right-of-way of Drane Field Road located on the North side thereof.

Tract C: The West 1/2 of Section 36, Township 28 South, Range 23 East, less the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 and less beginning at the Southwest corner of Block D, Palmorey Addition, Lakeland, run North 383 feet, West 35 feet, South 383 feet, East 35 feet, to beginning, and less certain portions of the Northeast 1/4 of Northwest 1/4 located generally along or near the Easterly line of said Northeast 1/4 of Northwest 1/4 extending between Young Place and Edgewood Drive in Lakeland, and being more particularly described in segments as follows:

- (a) The East 25 feet of the North 533.85 feet of the South 1/2 of aforesaid Northeast 1/4 of Northwest 1/4, the herein described portion.
- (b) That portion of the North 663 feet of aforesaid Northeast 1/4 of Northwest 1/4 lying within 25 feet of a certain survey line being the centerline of proposed construction for Lincoln Avenue from Young Place to Edgewood Drive.
- (c) That portion of the aforesaid Northeast 1/4 of Northwest 1/4 lying between the portion recited in (b) next above and the west line of the South 383 feet of the North 663 feet of said Northeast 1/4 of Northwest 1/4.
- (d) That portion of the aforesaid Northeast 1/4 of Northwest 1/4 lying between the portion recited in (b) above and east line of the North 280 feet of said Northeast 1/4 of Northwest 1/4.
- (e) Less and except maintained right-of-way of Drane Field Road located along the South line thereof.

Tract D: All that portion of Section 35, Township 28 South, Range 23 East, lying East of the Atlantic Coast Line Railroad (now Seaboard Systems Railroad) right of way, and less that part of San Gully Heights in said Section, and less: Begin at the East corner of Lot 13, of San Gully Heights Subdivision as recorded in Plat Book 38, Page 43 of the Public Records of Polk County, Florida; thence run South 45°44'15" West 385 ft.; thence South 44°15'45" East 40 feet; thence North 45°44'15" East 385 feet; thence North 44°15'45" West 40 feet to the Point of Beginning; less that part conveyed to Seaboard Systems Railroad described as: That part of the Southwest 1/4 of Section 35, Township

EXHIBIT "A"

28 South, Range 23 East, Polk County, Florida, described as follows: Commence at the Northwest corner of said Southwest 1/4; thence South 01°25'38" East along the West line of said Southwest 1/4 a distance of 689.49 feet to a point being 30.00 feet, measured at a right angle, North of the Centerline of the Seaboard Coast Line Railroad mainline; thence South 51°48'00" East and parallel to said mainline 2425.00 feet to the Southeast corner of Tract 2 as recorded in Deed Book 959, Pages 443 and 444 of the Public Records of said Polk County; thence North 38°12'00" East along the Easterly line of said Tract 2 a distance of 30.00 feet to the Point of Beginning; thence continue North 38°12'00" East still along said Easterly line 45.00 feet to the Northeast corner of said Tract 2; thence North 51°48'00" West along the Northerly line of said Tract 2 a distance of 800.00 feet; thence North 38°12'00" East 35.00 feet; thence South 51°48'00" East 1593.23 feet to the South line of said Southwest 1/4; thence South 88°36'22" West along said South line 125.52 feet to the Northerly line of the tract of land described in Deed Book 986, Page 135; thence North 51°48'00" West 696.51 feet to the Point of Beginning; Less and except the maintained right-of-way of Drane Field Road located along the South line thereof; and less right-of-way for Central Avenue Extension (now Harden Boulevard) and less right-of-way for San Gully Road.

TRACT E: The S 1/2 of Section 26, Township 28 South, Range 23 East, Less that part of the NE 1/4 of the SE 1/4 lying East of Central Avenue (now Harden Boulevard), Lakeland, Florida, less San Gully Heights and less Starting at a concrete monument at the SE corner of the SE 1/4 of the SW 1/4 in Section 26, Township 28 South, Range 23 East and assuming that the South Boundary of said SE 1/4 of SW 1/4 has a true bearing of S 89°54'06" West, run South 89°54'06" West 288.0 feet to a concrete monument; Thence run North 48°45'54" West 238.5 feet to a concrete monument at the point of beginning; thence run North 43°36'26" East 416.39 feet to a concrete monument; thence South 44°04'34" East 109.5 feet to a concrete monument; thence run North 45°55'26" East 144.0 feet to a concrete monument; thence run North 44°04'34" West 151.0 feet to a concrete monument; thence run South 45°55'26" West 144.0 feet to a concrete monument; thence run South 44°04'34" East 26.5 feet to a point; thence run South 43°36'26" West 417.61 feet to a point; thence run South 48°45'54" East 15.0 feet to the Point of Beginning.

AND LESS: That part of the N 1/2 of the SE 1/4 of Section 26, Township 28 South, Range 23 East, described as follows: Begin at the Northeast corner of the SE 1/4 of Section 26, Township 28 South, Range 23 East; run thence South along the East line of said SE 1/4 a distance of 100.0 feet; run thence North 89°46'00" West and parallel with the North line of said SE 1/4 a distance of 50.0 feet to a point on the West right-of-way line of Central Avenue, as located this date 9/5/74 (now Harden Boulevard); said point being the point of beginning for this description, run thence South along said right-of-way line a distance of 200.20 feet to the beginning of a curve to the right having a radius of 586.62 feet; run thence Southwesterly along said right-of-way curve through a central angle of 41°00'00" an arc distance of 412.77 feet to the end of said curve; run thence South 41°00'00" West along said right-of-way line a distance of 252.19 feet to the beginning of a curve to the left having a radius of 868.51 feet; run thence Southwesterly along said right-of-way curve through a central angle of 33°18'00" an arc distance of 504.77 feet to the intersection with the South line of the N 1/2 of said SE 1/4; run thence North 89°51'57" West along the South line of the N 1/2 of said SE 1/4 distance of 450.0 feet; run thence North and parallel with the East line of said SE 1/4 a distance of 660.0 feet; run thence North 89°46'00" West and parallel with the North line of

said SE 1/4 a distance of 1003.10 feet to the East line of the West 640.0 feet of the N 1/2 of said SE 1/4, run thence North 0°10'00" East along said East line a distance of 572.11 feet to a point on a line 100.0 feet South of the North line of said SE 1/4, run thence South 89°46'00" East and parallel with the North line of said SE 1/4 a distance of 1965.09 feet to the Point of Beginning; That part of the North 1/2 of the Southeast 1/4 of Section 26, Township 28 South, Range 23 East, Polk County, Florida, described as follows: Commence at the Northeast corner of the Southeast 1/4 of said Section 26; Thence South 01°32'45" West along the East boundary of said Southeast 1/4 a distance of 100.0 feet; Thence South 88°31'51" West, and parallel with the North boundary of said Southeast 1/4 a distance of 50.00 feet to the West right-of-way line of Central Avenue (now Harden Boulevard) as located on September 5, 1974; thence continue South 88°31'51" West and still parallel to the North boundary of said Southeast 1/4 a distance of 1964.06 feet to the East line of the West 640.00 feet of said North 1/2 of the Southeast 1/4, said point being the Point of Beginning, said point also being the Northwest corner of a parcel of land (the "Century Parcel") conveyed to Century Realty Funds, Inc., by American Legion Post No. 4 of Lakeland, Florida, by deed dated April 15, 1981, and recorded in Official Records Book 2011, page 177, and by corrective deed from the same grantor dated April 15, 1981, and recorded in Official Records Book 2022, page 1769, public records of Polk County, Florida (said point also being the Southwest corner of a 100 foot wide strip of land conveyed by Drummond Coal Company to Sam R. Rodgers, as trustee, by deed dated November 3, 1982, and recorded in Official Records Book 2116, page 2228, public records of Polk County, Florida); Thence North 01°33'04" West 100.00 feet to the North line of said Southeast 1/4; Thence South 88°31'15" West along said North line 640.00 feet to the Northwest corner of said Southeast 1/4; Thence South 01°33'04" East along the West line of said Southeast 1/4 a distance of 1325.76 feet to the Southwest corner of said North 1/2 of the Southeast 1/4; Thence North 88°36'13" East along the South line of said North 1/2 a distance of 1643.04 feet to a point being 450.00 feet West of the West right-of-way line of the aforesaid Central Avenue; Thence North 01°32'45" West and parallel to the East line of said Southeast 1/4 a distance of 660.00 feet; Thence South 88°31'15" West and Parallel to the North line of said Southeast 1/4 a distance of 1003.10 feet again to the East line of the West 640.00 feet of said Southeast 1/4; Thence North 01°33'04" West along said East line 568.13 feet to the Point of Beginning. And less that part conveyed to Sam R. Rodgers, described as: The North 100.00 feet of the Southeast 1/4 less the West 640.00 feet thereof lying west of Harden Boulevard.

TRACT F: The Southwest 1/4 of the Southwest 1/4 of Section 25, Township 28 South, Range 23 East, and that part of the Southeast 1/4 of the Southeast 1/4 lying East of the Central Avenue Extension (now Harden Boulevard) of Section 26, Township 28 South, Range 23 East, Less and except that part lying N r b of San Gully Road.

AND: Lot 1 of San Gully Heights Subdivision as recorded in Plat Book 38, Page 43 of the Public Records of Polk County, Florida, less the Northeast 20 feet of the Southeast 370 feet thereof.

CSI Project No. 1835.13

